

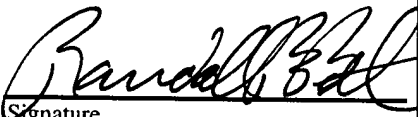
AF 3739



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

61

APPLICANT: John Scott Strachan  
APPLICATION NO.: 10/069,052  
FILING DATE: February 21, 2002  
TITLE: MOLECULAR RESONANCE  
STIMULATED BY LOW  
INTENSITY LASER LIGHT  
ART UNIT: 3739  
EXAMINER: Shay, David M.  
DOCKET NO.: 2199.GEMA.PT

<p align="center"><b>CERTIFICATE OF MAILING</b> UNDER 37 C.F.R. § 1.8</p> <p>I hereby certify that this correspondence is being deposited with the United States Postal Service as First Class Mail, postage prepaid, under 37 C.F.R. § 1.8 on the date indicated below and is addressed to Mail Stop Amendment - No Fee, P.O. Box 1450, Commissioner of Patents, Alexandria, VA 22313-1450</p> <p align="right"> Signature</p> <p align="center"><u>4-27-2004</u> Date of Deposit</p>
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REVOCATION AND POWER OF ATTORNEY

Mail Stop Amendment - No Fee  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Dear Sir:

I, Todd Ovokaitys, assignee of all right, title, and interest hereby appoint as my attorney and/or patent agent, RANDALL B. BATEMAN, Registration No. 37,774, with full power of substitution and revocation, to prosecute the above listed matter and to transact all business in the Patent and Trademark Office connected herewith.

Please note also the new attorney docket numbers and amend your records accordingly.  
All correspondence and telephonic communications should be directed to:

Randall B. Bateman  
BATEMAN IP LAW GROUP  
4 Triad Center, Suite 825  
P.O. Box 1319  
Salt Lake City, Utah 84110  
Tel. (801) 533-0320  
Fax. (801) 533-0323

All previous powers of attorney are hereby revoked. A copy of the assignment is attached hereto in accordance with 37 C.F.R. 3.73(b).

Signed at Carlsbad, CA, this 22<sup>nd</sup> day of April, 2004.  
(City) (State)

Todd Chobaitys  
(Signature)

## ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Agreement") is entered into and effective as of the \_\_\_\_ day of May, 1994, by and between SCOTT STRACHAN, an individual having a residence address at \_\_\_\_\_ ("Assignor"), and TODD OVOKAITYS, an individual having a residence address at 13754 Mango Drive, #309, Del Mar, CA 92024 ("Assignee").

A. Assignor is the owner of Inventions, Technical Information, and Know-How (as defined below) relating to devices for noninfringing destructive interference of light (hereinafter referred to as "Scalar Wave Generators") and Beat Frequency Electromagnetic Wave Generators and has the sole right to grant all right, title, and interest in and to these Inventions, Technical Information, and Know-How.

B. Assignee desires to obtain the entire right, title, and interest in and to such Inventions, Technical Information, and Know-How, and any Patents that may issue thereon and receive technical assistance under the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

### 1. DEFINITIONS

For purposes of this Agreement, the following terms shall have the following meanings:

a. "Inventions, Technical Information, and Know-How" includes, but is not limited to, discoveries, concepts, and ideas, whether patentable or not, processes, methods, formulas, and techniques related to the research, development, manufacture, and use of Scalar Wave Generators and Beat Frequency Electromagnetic Wave Generators made up to and including the effective date hereof, and subsequently during the term of this Agreement.

b. "Strachan Inventions, Technical Information, and Know-How" shall mean (1) all Inventions, Technical Information, and Know-How conceived, originated, discovered, or developed by Assignor, solely or jointly with others, or by others under Assignor's direction; and (2) all Inventions, Technical Information, and Know-How (if any) conceived, originated, discovered, or developed by a third party, solely or jointly with others, or by others under the third party's direction, and assigned to Assignor.

c. "Patents" shall mean any and all issued or registered United States and foreign patents and patent applications, including any and all divisions, continuations, and continuations-in-part of any such patent applications, and any and all reissues and reexaminations of any such patents, disclosing and claiming Strachan Inventions, Technical Information, and Know-How.

d. "Holographic Temporal -Displacement Prism" shall mean the Scalar Wave Generator described in Exhibit A, attached hereto.

e. "Property" shall mean all tangible property associated with the Strachan Inventions, Technical Information, and Know-How including, but not limited to, all drawings, specifications, test results and other data, lab notebooks, software, reports, and manuscripts.

f. "Improvements" shall mean Strachan Inventions, Technical Information, and Know-How conceived or reduced to practice (actually or constructively) subsequent to the effective date, but during the term, of this Agreement.

g. "Net Selling Price" shall mean Assignee's invoice price, f.o.b. factory, after deduction of commissions, discounts, refunds, replacement costs, freight, postage, insurance, packing, handling and other shipping charges, sales, excise and use taxes, and customs duties, and any other governmental charges imposed on production, importation, use, or sale.

## 2. ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably assigns to Assignee all of Assignor's worldwide rights, title, and interest in and to the Strachan Inventions, Technical Information and Know-How, the Patents, the Property, and the Improvements.

## 3. COMPENSATION

a. Assignee shall pay to Assignor the sum of 10,000 British Pounds on or before January 1, 1995 and a further 10,000 British Pounds on or before January 1, 1996. In the event that Assignee receives licensing fees or other proceeds for the sale of patent rights, the Assignee shall pay to Assignor the half of the sum Assignee receives until the mark of 20,000 British Pounds is realized or 2.5% of the sum Assignee receives, whichever is the greater. This payment would be made within thirty (30) days of Assignees receipt of payment.

b. Assignee further agrees to pay Assignor royalty fees of two and one-half (2½) percent of the sale or lease price of any Scalar Wave Generators or Beat Frequency Electromagnetic Wave Generators, or other electromagnetic technology for biological applications developed by Assignor for Assignee and sold or leased by Assignee or Assignee's company. However, royalties shall be payable only with respect to devices covered at the time of sale or lease by at least one valid enforceable claim of a patent issues in the country of sale. Any obligations to pay royalties under this agreement shall terminate after expiration of the last to expire of the patents.

c. If other developments of Strachan Research are incorporated into such saleable hardware, the royalty percentage would not be increased but Strachan Research would be paid for research time and for purchase of the individual prototypes of each development or device as commissioned by Assignee.

d. If Assignor develops a Scalar Wave application for nonbiological purposes and

Assignee chooses not to develop this application commercially, Assignee agrees to license Assignor to commercially develop the application for Assignor's own benefit, with the Assignor agreeing to pay a two and one-half (2½) percent royalty on the sales or lease price of any equipment marketed.

#### 4. OBLIGATIONS OF ASSIGNOR

- a. Assignor agrees to disclose any and all Improvements to Assignee in writing within six (6) weeks of conceiving of such improvements, and agrees to physically transfer the Property to Assignee upon request by Assignee.
- b. Assignor agrees to promptly and completely communicate to Assignee any and all facts known to him respecting the Strachan Inventions, Technical Information, and Know-How, and testify in any legal proceeding, sign all lawful papers, execute all patent applications and divisional, continuation, continuation-in-part, reissue and reexamination applications, make all rightful oaths, and generally do everything possible to effectuate the terms of this Agreement, and to assist Assignee in enforcing the Patents and protecting the Strachan Inventions, Technical Information, and Know-How. Assignee will pay any reasonable expenses incurred by Assignor in the execution of these obligations.
- c. Assignor agrees not to take any action challenging or opposing, on any grounds whatsoever, the ownership by Assignee of the Strachan Inventions, Technical Information, and Know-How, and all Property, Improvements, and Patents, or to raise or cause to be raised any questions concerning or objections to the validity of the Patents or Assignee's rights therein.
- d. Assignor hereby appoints Assignee as his true and lawful attorney to take any and all steps necessary (including proceedings at law and equity or otherwise) to execute, acknowledge and deliver any and all instruments, documents, and assurances necessary or expedient in order to vest the aforesaid rights and causes of action more effectively in Assignee, to protect the same, or to enforce any claims or right of any kind with respect thereto. Assignor acknowledges that this appointment is coupled with an interest and is irrevocable.
- e. Assignor represents and warrants that: (1) he is the sole owner of the Strachan Inventions, Technical Information, and Know-How, and there are no third parties that own any rights of any type therein; and (2) he has not entered into any outstanding assignments, grants, licenses, obligations, or agreements, either written, oral or implied, existing at any time or in the future, which are inconsistent or in conflict with this Agreement, which would prevent Assignor from entering into this Agreement, or which would otherwise impair Assignee's rights hereunder.
- f. Assignor may request, in writing delivered to Assignee, that Assignee file a patent application on the Holographic Temporal Displacement Prism or Electromagnetic Beat Frequency Wave Generator, or other electromagnetic device for biological applications in any particular country. In the event that Assignee elects not to pursue such application, as evidenced by Assignee's failure to indicate in a writing delivered within thirty (30) days following receipt of Assignor's request, that it intends to pursue the requested application, Assignor shall have the right to file and prosecute the requested application, at Assignor's expense.

## 5. OBLIGATIONS OF ASSIGNEE.

a. Assignee shall file a British patent application on the Holographic Temporal Displacement Prism, and within one (1) year following such British filing, Assignee shall file an application for Letters Patent in the United States Patent Office on the Holographic Temporal Displacement Prism. In connection therewith, Assignor agrees to execute an assignment in the form shown in Exhibit B, attached hereto, for recording in the U.S. Patent Office.

b. At Assignee's discretion, Assignee shall file a British patent application on the Beat Frequency Electromagnetic Wave Generator device, a device as described in exhibit C. At Assignee's discretion, Assignee will file for patents in other jurisdictions as well. In connection therewith, Assignor agrees to execute an assignment in the form shown in exhibit B, attached hereto for recording in the U.S. Patent Office.

c. Subject to Paragraph 4(f), Assignee agrees to pay all expenses to be incurred in pursuing intellectual property and other proprietary rights associated with the Strachan Inventions, Technical Information, and Know-How including, without limitations, legal fees, costs and expenses incurred in pursuing patent protection and other registrations and approvals. Subject to Paragraph 4(f) and to the filing obligations set forth in subparagraph "a" above, Assignee shall have the right, in its sole discretion, to direct and control the filing and prosecution of all such patent applications and other intellectual property applications and requests, worldwide.

## 6. CONFIDENTIALITY

Assignor acknowledges and agrees that he has not heretofore and will not in the future disclose to any person other than Assignee, or use other than as necessary in connection with developing any Improvement, any information of a confidential or proprietary nature which relates to Scalar Wave Generators or Beat Frequency Electromagnetic Wave Generators, or other electromagnetic devices for biological applications, or which he otherwise received from Assignee. This obligation shall continue until such information becomes public.

## 7. GENERAL PROVISION

a. Assignor may assign his rights hereunder, but not his obligations. This Agreement is freely assignable and transferable by Assignee.

b. This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter discussed herein and merges all prior discussions between them, and neither party shall be bound by any definition, condition, warranty or representation other than as expressly set forth in this Agreement.

c. No modification, waiver or amendment of any of the terms of this Agreement shall be valid unless set forth in a single written document executed by each party. No course of conduct of dealing between the parties shall act as a modification, waiver or amendment of any provisions of this Agreement.

d. This Agreement shall be interpreted and construed in accordance with the laws of the State of California. In the event any legal action becomes necessary to enforce or interpret the terms of this Agreement, the parties agree that such action will be brought in the Orange County Superior Court or in the U.S. District Court for the Central District of California, Santa Ana court, and the parties hereby submit to the jurisdiction of said courts.

e. In the event that any legal action becomes necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled, in addition to its court costs, to such reasonable attorney's fees, expert witness fees, and legal expenses as may be fixed by a court of competent jurisdiction.

f. The parties agree to execute promptly any documents necessary to effectuate the purpose and intent of this Agreement.

g. All rights, covenants and agreement of the parties contained in this Agreement shall, except as otherwise provided herein, be binding upon and inure to the benefit of their respective successors and assigns.

h. The captions of the sections of this Agreement are inserted for convenience only and are not intended to constitute an integral part of this Agreement.

i. If any provision of this Agreement should be held to be void or unenforceable, in whole or in part, the court or tribunal so holding shall reform the provision to make it enforceable while maintaining the spirit and goal of the provision, and if the court or tribunal finds it cannot so reform the provision, such provision or part thereof shall be treated as severable, leaving valid the remainder of the Agreement.

j. Upon request by Assignee, Assignor will make himself available to Assignee for consulting at an hourly rate to be negotiated, but not to exceed \$80.00.

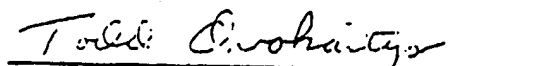
k. This Agreement shall terminate 20 years following the effective date of this Agreement or upon the last to expire of the Patents, whichever occurs last.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

ASSIGNOR

  
SCOTT STRACHAN

ASSIGNEE

  
TODD OVOKAITYS